

Netlojix Telecom, Inc.

**TITLE SHEET**

**NETLOJIX TELECOM, INC.**

**RESALE TELECOMMUNICATIONS SERVICES**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold interexchange telecommunications services provided by NetLojix Telecom, Inc. ("Carrier") within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission and copies may be inspected, during normal business hours, at the Carrier's principal place of business, 501 Bath Street, Santa Barbara, CA 93101, telephone number 1-877-NETLOJIX.

**ILLUSTRATIVE**

PUBLIC SERVICE COMMISSION  
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DEC 23 1999

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

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Issued by: Michael D. Ussery  
NetLojix Telecom, Inc.  
8721 Airport Freeway  
Fort Worth, TX 76180

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CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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EXPLANATION OF SYMBOLS

Any tariff modification shall be marked in the right-hand margin of the replacing tariff sheet with symbols described to indicate the place, nature, and extent of the change in text.

- C To Signify Changed Regulation
- D Delete or Discontinue
- I Change Resulting In An Increase To A Customer's Bill
- M Moved from Another Tariff Location
- N New
- R Change Resulting In A Reduction To A Customer's Bill
- S Matter Appearing Elsewhere or Repeated for Clarification
- T Change In Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a).  
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- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a NetLojix network switching center.

Account Code - A numeric code which enables a customer to identify individual users for administrative purposes.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier or Company - NetLojix Telecom, Inc.

Calls - Telephone messages completed by customers or users.

Commission - Refers to the Kentucky Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Customer or Subscriber - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Carrier's tariff regulations.

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TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Feature Group D (FGD) - The method of "+1" access available through the switched network of the local exchange utility. FGD is also known as equal access.

Holidays - NetLojix Telecom, Inc.'s recognized holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

NetLojix - NetLojix Telecom, Inc.

Tariff - The entire body of regulated rates, tolls, rentals, changes, classifications, rules, procedures, policies, etc. adopted and filed with the Commission by a telephone utility in fulfilling its role of telecommunications service. The term may also be used in reference to similar documents filed with state regulatory agencies.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User or End User - A Customer, Joint User, or any other person(s) authorized by a Customer to use service provided under this tariff.

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### Section 1 - APPLICATION OF TARIFF

- 1.1 This tariff contains the regulations and rates applicable to resold intrastate interexchange telecommunications services provided by Carrier between one or more points within the State of Kentucky. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 1.4 NetLojix will provide resold intrastate interexchange telecommunications services on a 24 hour basis. NetLojix maintains a highly qualified customer service staff accessible via a toll-free number. When applying for service each prospective customer will be required to furnish NetLojix with the following information:
- (a) Name of the party who will be responsible for payment for the interexchange service provided.
  - (b) Address or exact location of the premises where interexchange service is to be provided and billed.
- Service shall be considered initiated hereunder upon the earlier of the following:
- (a) First use by the customer of the NetLojix service, and,
  - (b) The receipt by NetLojix of a customer's initial payment for NetLojix service.
- 1.5 Service is provided and billed on the basis of usage except as otherwise specified beginning on the date that billing becomes effective, and continues to be provided after the initial period until the customer requests cancellation or until NetLojix disconnects service pursuant to the provisions of this Tariff.

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SECTION 9 (1)BY: Stephan Bue

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Carrier

2.1.1 Scope

Resold intrastate interexchange telecommunications is furnished in accordance with the conditions and regulations which are set forth in the body of this Tariff.

2.1.2 Limitations

- A. Service is offered subject to the availability of facilities as provided under this Tariff.
- B. NetLojix reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond it's control; or when the customer is using service in violation of the law or the provisions of this Tariff.
- C. All facilities provided under this Tariff are controlled by NetLojix and the customer may not transfer or assign the use of service of facilities, except with the express written consent of the Carrier. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- D. Prior written permission from the Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Carrier (Cont'd)

2.1.3 Liability of the Carrier

- A. Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.1.5.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.1.5, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Carrier (Cont'd)2.1.3 Liability of Carrier (Cont'd)

D. Carrier shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers or warehousemen;
2. Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal action taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of Carrier's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Carrier (Cont'd)

2.1.3 Liability of Carrier (Cont'd)

D. Carrier shall not be liable for any claims for loss or damages involving: (Cont'd)

5. Breach in the privacy or security of communications transmitted over Carrier's facilities;
6. Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in section 2.1.3;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Carrier (Cont'd)

2.1.3 Liability of Carrier (Cont'd)

- D. Carrier shall not be liable for any claims for loss or damages involving: (Cont'd)
9. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
  10. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
  11. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
  12. Any noncompletion of calls due to network busy conditions;
  13. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Carrier (Cont'd)2.1.3 Liability of Carrier (Cont'd)

- E. Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suites, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death or any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or customer equipment or facilities or service provided by Carrier.
- F. Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject such degree of protection or nonpreemptibility as may be provided by the other entities.
- G. Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.
- H. CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Carrier (Cont'd)2.1.4 Initial Service Periods and Termination of Service

The initial service period is one (1) month except as specified in other sections of this Tariff. The initial service period of any class may be greater than that specified above, or elsewhere in this Tariff, when facilities are not available and the customer's location or the character or quantity of the service requested is such that, upon termination of the customer's user thereof, the required facilities are not likely to be useful as a part of a properly designed telephone distribution system serving telephone users in or beyond the customer's location.

2.1.5 Credit Allowances for Interruption of Service

Credit allowance for the interruption of service which is not due to the Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth. It shall be the obligation of the customer to notify the Carrier immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or is not in wiring or equipment, if any, furnished by the customer and connected to the Carrier's facilities.

The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit = A/B x C

"A" - outage time in hours

"B" - total hours in a month (month = 720)

"C" - total monthly charge for affected facility

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**SECTION 2 - REGULATIONS (Cont'd)****2.2 Responsibilities of the Subscriber**

- 2.2.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.2.2 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or other, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.2.3 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.2.4 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier in this tariff, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suite or claim against Carrier of which it is aware.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.3 Use of Service

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law.

### 2.4 Customer Equipment and Channels

#### 2.4.1 Interconnection With Other Companies

Service furnished by NetLojix may be connected with services or facilities of another participating carrier or may be provided over facilities which are solely provided by local utilities and/or interexchange carriers other than NetLojix. Service furnished by NetLojix is not part of a joint undertaking with such other carriers.

### 2.5 Advance Payments and Deposits

NetLojix may require a Customer to make an advance payment before services and facilities are furnished. The advanced payment will not exceed an amount equal to two-month's estimated charges, as determined by NetLojix. The advance payment will be credited to the Customer's bill. An advance payment may be required in addition to a deposit.

#### 2.5.1 Deposits

NetLojix may require a Customer to make a deposit to be held as a guarantee for payment of charges. A deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- A. two month's charges for a service or facility which has a minimum payment period of one month ; or

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Issued by: Michael D. Ussery  
NetLojix Telecom, Inc.  
8721 Airport Freeway  
Fort Worth, TX 76180

DEC 23 1999

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.5 Advance Payments and Deposits (cont'd)

#### 2.5.1 Deposits (cont'd)

- B. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

A deposit may be required in addition to an advance payment.

When a service or a facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, NetLojix may, at its option, return the deposit or credit it to the Customer's account.

Deposits held will accrue interest at a rate consistent with the Kentucky P.S.C. where the Customer is billed. Customers who present a credit risk may also be required, at any time, to provide other assurances of, or security for, the payment of NetLojix's charges for its services as deemed necessary, including without limitation, advance payments for service, third party guarantees or payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required deposits or other security may be increased or decreased by NetLojix, as it deems appropriate in the light of changing conditions.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.6 Rendering and Payment of Bills

#### 2.6.1 Rendering of Bills

Regular customer bills are issued monthly. Carrier's billing format will include the dates included in the billing period, dates for service charges associated with work performed, the last date for timely payment, the amount the customer is charged, stated by category and sales tax and excise tax, with separate entries for total amounts current or in arrears. The billing format will also include the Carrier's name and a toll-free number for customer service.

Reasonable customer requested adjustments to monthly bills may be made if the Customer brings the desired adjustment to NetLojix's attention within sixty (60) days of issuance of the bill. NetLojix reserves the right to extend the period for adjustments beyond the sixty (60) day period if, in NetLojix's judgment, the situation so warrants.

#### 2.6.2 Due Dates

Customer payments are considered prompt when received by NetLojix or its agent by the due date on the bill. The due date is thirty (30) days after the bill is rendered. Any Customer not paying within thirty (30) days is considered delinquent.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.6 Rendering and Payment of Bills (Cont'd)

#### 2.6.3 Payment for Service

The rates specified in this tariff are rates based on usage, billed monthly and payable in arrears. All Customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a change will become effective when acknowledged by NetLojix. Until acknowledged, no change in date of timely payment is recognized by NetLojix. The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges and Advance Payment and Deposit as specified elsewhere in this tariff. The Customer is held responsible for all charges for services furnished at the Customer's request and for all toll service furnished. It is the Customer's responsibility to contact NetLojix when no bill is received. Except as provided elsewhere in this tariff, the rate for a full billing period is specified in this tariff. If the prorating indicates a refund is due, the refund is applied as a bill credit.

The Customer is liable for any legal fees incurred by NetLojix in the process of collecting a past-due amount. The amount of these fees can be determined by officers of court if the proceedings are fully litigated. If the Customer acquiesces to NetLojix's demand for payment before a judgment is rendered, NetLojix will bill the delinquent customer for costs incurred to that point. The Customer is entitled to a statement of legal fees that are being assessed.

#### 2.6.4 Disputed Bills

In the event of a dispute concerning a bill, NetLojix may require the Customer to pay the undisputed portion of the bill.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.6 Rendering and Payment of Bills (Cont'd)

#### 2.6.5 Customer Complaints

Customer complaints are handled by a full service customer service department. A customer or prospective customer may initiate a complaint or billing inquiry with NetLojix by either calling 1-877-NETLOJIX during normal business hours or submitting a written complaint to:

NetLojix Telecom, Inc.  
501 Bath Street  
Santa Barbara, CA 93101

NetLojix's response to the customer will generally be in the same form used by the customer. However, NetLojix may respond to written complaints by telephone when it believes such communications will be more effective in resolution of the issue. When a complaint or billing inquiry is received, a NetLojix customer service representative will determine if the call was processed by NetLojix, and if so, the type of call. If it is a fraud or unanswered call for which the customer should not be held responsible, NetLojix will refund all charges for the call. If there is a rate dispute, NetLojix will adjust the charges if an error is confirmed. The customer may at any point during the resolution of the complaint or billing inquiry seek review by a NetLojix supervisor or manager. If the customer wishes further review after investigation and final resolution by NetLojix, the customer may direct all appropriate information to the Federal Communications Commission or the Public Service Commission of Kentucky. The Commission's address is:

Public Service Commission of Kentucky  
730 Schenkel Lane  
P.O. Box 615  
Frankfort, Kentucky 40602  
Phone (502) 564-3940  
Fax (502) 564-3460

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SECTION 2 - REGULATIONS (Cont'd)2.6 Rendering and Payment of Bills (Cont'd)2.6.6 Discontinuance of Service

Carrier may terminate Service to a Customer for nonpayment of undisputed charges or other violation of this tariff or provision of law upon written notice, as required below, to the Customer without incurring any liability for damages due to loss of telephone Service to the Customer. Termination of Service will not occur on any Friday, Saturday, Sunday or legal holidays. Charges will not be considered past due until thirty (30) days from the closing date printed on the Customer's bill.

Unless otherwise stated in section 2.6.6. (J), the Carrier may refuse or discontinue Service under the following conditions provided that the Customer shall be given five (5) days written notice, excluding Sundays and legal holidays, to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone Service, including, but not limited to, the placement of harassing, annoying or repeated unwanted calls of which the Carrier receives notice.
- B. For use of telephone Service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to the Carrier or its agents for the purpose of inspection and maintenance of equipment owned by the Carrier or its agents.
- D. For noncompliance with or violation of Commission regulation or the Carrier's rules and regulations on file with the Commission.

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills (Cont'd)

2.6.6 Discontinuance of Service (Cont'd)

- E. For failure of Customer to pay a bill for utility service when due.
- F. For failure of Customer to meet the Carrier's credit requirements.
- G. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Carrier's equipment or Service to others.
- H. Without notice in the event of tampering with the equipment or services owned by the Carrier, the Underlying Carrier or their agents.
- I. Without notice in the event of a condition determined to be hazardous to the Customer, to other Customers of the Carrier, to the Carrier's equipment, the public, or to employees of the Carrier.
- J. Pursuant to 807 KAR 5:006 Section 14(1)(a), the Carrier will give at least ten(10) days written termination notice for terminations of service for failure to comply with applicable rules or commission administrative regulations pertaining to that service.

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SECTION 2 - REGULATIONS (Cont'd)2.7 Taxes And Fees

Now, or at any future time, if a state or municipality possesses or acquires the legal right to impose an occupation tax, license tax, sales tax, gross receipts tax, permit fee, franchise fee or other similar charge upon NetLojix, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, sales tax, gross receipts tax, permit fee, franchise fee or other similar charge upon NetLojix, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made to such tax, fee or charge.

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SECTION 3 - EXPLANATION OF RATES3.1 Timing of Calls

The Customer's long distance usage charge is based on the actual usage of NetLojix's network. Usage begins when the called party picks up the receiver. When the called party picks up, is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when either calling party hangs up.

3.2 Uncompleted Call Crediting

If A Customer receives a bill for an uncompleted call, NetLojix will reimburse the customer for the full amount.

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 95% during peak use periods for all FGD services.

3.4 Rates Based Upon Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

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FORMULA:

The square  
root of: 
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

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## SECTION 4 - SERVICE OFFERINGS

### 4.1 Long Distance Service

Carrier's Long Distance Service (LDS) is a communications service which is available for use by customers twenty-four (24) hours a day. Customers may originate LDS from locations served by the Carrier, and may terminate in all locations within the State of Kentucky.

The service is offered in Feature Group D (FGD) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "1+" interLATA calls are automatically routed to the Company's network.

### 4.2 Toll Free Service

Toll Free Service is an inbound communications service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (800+ NXX-XXXX) which will terminate at the Customer's location. Calls may originate from any location within the State of Kentucky and may terminate at the Customer's location.

Toll Free Service will be billed per call based on the duration of the call. Usage discounts apply to aggregate monthly interstate and intrastate usage.

Toll Free service calls are originated via normal shared use facilities and are terminated via the Customer's local exchange service access line.

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SECTION 4 - SERVICE OFFERINGS (Cont'd)

4.3 Miscellaneous Services

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SECTION 5 - RATES

5.1 Long Distance Service

Rate Per Minute

24 hours a day, 7 days a week,  
365 days a year

\$.30

5.2 Toll Free Service

Rate Per Minute

24 hours a day, 7 days a week,  
365 days a year

\$.30

5.3 Miscellaneous Services

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## SECTION 5 - RATES

### 5.4 Late Payment Charge

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old. Pursuant to 807 KAR5:006 Section 8(3)(h), the late payment charge will be assessed only once on any bill for rendered service. In addition, additional penalty charge shall not be assessed on unpaid penalty charges.

### 5.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

### 5.6 Restoration of Service

A restoration fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

### 5.7 Directory Assistance Charge

Carrier will connect LDS Service Customers to Directory Assistance (DA) for a fee of \$0.75 per occurrence.

### 5.8 Special Promotions

The Carrier will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the Commission with specific starting and ending dates.

### 5.9 Payphone Surcharge

A charge will apply to calls that originate from any payphone used to access Carrier's services.

Rate per Call: \$0.24

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SECTION 5 - RATES

5.10 Special Rates For The Handicapped

5.10.1 Directory Assistance

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. Carrier shall charge the prevailing tariff rates for every call in excess of fifty (50) calls within a billing cycle.

5.10.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

5.10.3 Telecommunications Relay Service

The charge for intrastate toll calls received from the relay service, will be 50% percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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